

**IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF OHIO, EASTERN DIVISION**

TERRANCE R. WRAY,)	
)	No.: 2:17-cv-590
Plaintiff,)	
vs.)	JUDGE:
)	
USAA GENERAL INDEMNITY)	MAGISTRATE:
COMPANY,)	
)	
Defendant.)	
)	
)	
)	

DEFENDANT'S NOTICE OF REMOVAL

Now comes Defendant, USAA General Indemnity Company ("USAA GIC"), by and through undersigned counsel and pursuant to 28 U.S.C. § 1441, and §1446 hereby files the Notice of Removal of this action from the Court of Common Pleas of Fairfield County, Ohio to the United States District Court for the Southern District of Ohio, Eastern Division. In support thereof, the removing Defendant avers as follows:

1. There was commenced on or about June 2, 2016 and is now pending in the Court of Common Pleas for Fairfield County, Ohio an action docketed as Case No. 2017 CV 00434 in which USAA GIC is named as a Defendant.

2. This is a civil breach of contract, bad faith, and unjust enrichment action in which Plaintiff alleges that purportedly USAA GIC wrongly refused to compensate Plaintiff for stolen jewelry insured under purportedly enforceable policies of insurance. Plaintiff seeks damages to compensate him for the value of his stolen jewelry, attorney's fees and costs, and punitive damages.

3. Pursuant to Ohio Civil Rule 12(A)(1), USAA GIC has 28 days after service in which to respond to Plaintiff's Complaint, however, USAA GIC has decided to exercise its statutory right of removal prior to filing its responsive pleading.

REMOVAL IS TIMELY

4. USAA GIC was served with the above Summons and Complaint on June 9, 2017 (a true and accurate copy of the Summons and Complaint at attached hereto as Exhibit A). This Summons and Complaint are the only items served on this removing Defendant.

5. This Notice of Removal is timely filed in this case within thirty (30) days after service of Summons and Complaint as required by 28 U.S.C. §1446(b).

DIVERSITY BETWEEN THE PARTIES

6. Complete diversity jurisdiction exists in this matter.

7. Plaintiff was and is alleged to be a resident of Pickerington, Ohio.

8. USAA GIC, at the time of the commencement of this action, and as alleged in Plaintiff's Complaint, is a corporation licensed under the laws of the State of Texas with its principal place of business in the state of Texas.

AMOUNT IN CONTROVERSY EXCEEDS JURISDICTIONAL MINIMUM

9. Plaintiff's Complaint does not specify the amount of damages Plaintiff seeks to recover. Accordingly, pursuant to 28 USC §1446, the Court must apply a preponderance of the evidence standard in determining whether Plaintiff's Complaint more likely than not states a claim in excess of the statutory requirement of seventy-five thousand dollars (\$75,000.00).

10. Based on the nature of Plaintiff's allegations (i.e. compensation for a rose gold plated white gold diamond chain with a \$61,000.00 scheduled limit of liability, a yellow golf diamond bracelet with a \$60,200.00 scheduled limit of liability, and a rose gold plated white fold diamond ring with a \$16,000.00 scheduled limit of liability, plus punitive damages), the amount in controversy herein, exclusive of costs and interest, is more likely than not in excess of seventy-five thousand dollars (\$75,000.00). (See Exhibit A, ¶ 42).

11. The state court action was commenced within the jurisdictional district of the

United States District Court for the Southern District of Ohio, Eastern Division.

12. Accordingly, this action is one which the District Court of the United States has been given original jurisdiction pursuant to 28 U.S.C. § 1332.

ALL PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN MET

13. In addition to the foregoing, written notice of the filing of this Notice of Removal will be given to all parties as required by law.

14. The Fairfield County Court of Common Pleas, has not entered any orders in the case thus far.

15. A true and accurate copy of this Notice of Removal will be filed with the Clerk of Courts for the Court of Common Pleas for Fairfield County, Ohio and with the Clerk of Courts of the United States District Court for the Southern District of Ohio, Eastern Division.

16. There is filed herewith as Exhibit A, as true and correct copy of the Summons and Complaint that was served upon USAA GIC in this action, which is attached hereto and incorporated herein.

17. Counsel's verification for authority to remove this action is attached hereto as Exhibit B.

WHEREFORE, based on the foregoing, this action is properly removed from the Court of Common Pleas for Fairfield County, Ohio to the United States District Court for the Southern District of Ohio, Eastern Division for all further proceedings.

Respectfully submitted,

/s/ Brian E. Roof

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CERTIFICATE OF SERVICE

I hereby certify that on July 7, 2017, a copy of **Defendant's Notice of Removal** was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties will be served by regular U.S. Mail. Parties may access this filing through the Court's electronic filing system:

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/s/ Brian E. Roof

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